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11 Attorneys for Plaintiff
12 LAWRENCE BRADFORD, on behalf
13 of himself and all others similarly situated
14

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17

18 LAWRENCE BRADFORD, on
19 behalf of himself and all others
20 similarly situated,

21 Plaintiff,

22 v.

23 ANTHEM, INC.; ANTHEM UM
24 SERVICES, INC.,

25 Defendants.
26
27
28

) Case No.: 2:17-cv-5098 AB (KSx)

)
)
) **STIPULATED PROTECTIVE**
) **ORDER**
)

) Complaint Filed: July 11, 2017
)
)

1 Subject to the approval of this Court, Plaintiff LAWRENCE BRADFORD, on
2 the one hand, and Defendants ANTHEM, INC. and ANTHEM UM SERVICES, INC.,
3 on the other, stipulate as follows:

4 1. Good Cause Statement

5 This action is likely to involve production of personal health information and
6 other valuable commercial, financial, trade secret and/or proprietary business
7 information for which special protection from public disclosure and from use for any
8 purpose other than prosecution of this action is warranted. Such confidential and
9 proprietary materials and information consist of, among other things, confidential
10 business or financial information, information regarding confidential business practices,
11 confidential commercial information (including information implicating privacy rights
12 of third parties), information otherwise generally unavailable to the public, or which
13 may be privileged or otherwise protected from disclosure under state or federal statutes,
14 court rules, case decisions, or common law. Accordingly, to expedite the flow of
15 information, to facilitate the prompt resolution of disputes over confidentiality of
16 discovery materials, to adequately protect information the parties are entitled to keep
17 confidential, to ensure that the parties are permitted reasonable necessary uses of such
18 material in preparation for and in the conduct of trial, to address their handling at the
19 end of the litigation, and serve the ends of justice, a protective order for such
20 information is justified in this matter. It is the intent of the parties that information will
21 not be designated as confidential for tactical reasons and that nothing be so designated
22 without a good faith belief that it has been maintained in a confidential, non-public
23 manner, and there is good cause why it should not be part of the public record of this
24 case.

25 2. A document constitutes or contains “Confidential Material” when it has
26 been given that designation by the party producing it or by the party to whom the
27 information relates (“the Designating Party”). A party or nonparty may designate
28 documents or information as “Confidential Material” as follows:

1 a. In the case of documents and information contained in documents,
2 designation must be made by placing the following legend on each page of the
3 document before production:

4 **“CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER.”**

5 b. In the case of discovery responses and information contained in
6 discovery responses, designation must be made by (i) placing a statement at the start or
7 end of the responses specifying that the responses, or part of the responses, are
8 designated Confidential Material, and (ii) placing the following legend on each page
9 (including the caption page) of any discovery response containing designated
10 Confidential Material: **“CONFIDENTIAL SUBJECT TO PROTECTIVE**
11 **ORDER.”**

12 c. In the case of depositions and hearings, designation of the portions
13 of the transcript (including exhibits) that contain Confidential Material must be made by
14 the Designating Party by: (i) making a statement to that effect on the record in the
15 course of the deposition or hearing; or (ii) sending a letter to all counsel within the time
16 permitted for the review and signing of the deposition by the witness (in the event of a
17 deposition) or within 45 days of receipt of the transcript of the hearing (in the event of a
18 hearing). Once designated, the original and each copy of the transcript that contains
19 Confidential Material must bear (or must be modified by counsel to bear) the following
20 legend on its cover: **“CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER.”**

21 3. For purposes of this Order, “Confidential Material” includes the following
22 types of documents and information:

23 a. information that is proprietary or constitutes a trade secret,
24 including, without limitation, information, materials, and other documents reflecting
25 non-public business or financial strategies and confidential competitive information
26 that, if disclosed, could result in prejudice or harm to the disclosing party;

27 b. non-public financial or business information;
28

1 c. non-public communications with regulators, Departments of
2 Insurance, or other governmental bodies that are intended to be kept confidential or are
3 protected from disclosure by statute or regulation; and

4 d. policyholder-specific information, including private medical
5 information.

6 3.1 Any copies or reproductions, excerpts, summaries, or other documents or
7 media that contain or incorporate Confidential Material as defined above will also be
8 treated as Confidential Material under this Order.

9 3.2 Nothing in this Order will be construed as requiring Defendant to produce
10 any personal or identifying information regarding any individual or any other
11 policyholder, nor policyholder information that is protected from disclosure under
12 applicable state or federal law.

13 4. Confidential Material may be used solely for the purpose of conducting
14 this litigation and not for any other purpose whatsoever. For the purpose of conducting
15 this litigation, Confidential Material may be used by, copied by, exhibited to, or
16 disclosed to the following persons or entities only:

- 17 a. The parties to this action;
- 18 b. The parties' attorneys and their respective employees;
- 19 c. Any witness from whom testimony is taken or will be taken in this
20 action, except that the witness may be shown copies of Confidential Material only
21 during his or her testimony and in preparation for the testimony, and only to the extent
22 relevant to the testimony. The witness may not retain any Confidential Material;
- 23 d. Consultants, experts, and investigators employed by the parties or
24 their attorneys in the prosecution or defense of any aspect of this litigation;
- 25 e. Court reporters used in connection with this action and their
26 employees;
- 27 f. The Court and its staff; and
- 28 g. The jury, if any, in the trial of this case.

1 5. No disclosure may be made to any person under Paragraphs 2(c), (d) or (e)
2 until that person has executed an “Understanding and Agreement” in the form attached
3 as Exhibit A. With respect to consultants, experts, and investigators employed by the
4 parties to this litigation, Exhibit A must be fully executed by the consultant, expert, or
5 investigator and retained by counsel for the party employing the consultant, expert, or
6 investigator. In the event that any consultant, expert, or investigator employed by the
7 parties to this litigation ceases to be engaged in the preparation of this Action, access by
8 such person to discovery material designated as Confidential shall be terminated. Any
9 such material in the possession of any such person shall be returned or destroyed. The
10 provisions of this Order and the obligations not to disclose any portions of such material
11 shall remain in full force and effect as to all such persons.

12 6. All persons described in paragraphs 2(a) through (g) above are prohibited
13 from disclosing any portion of Confidential Material to any other person, or from using
14 any information obtained from the Confidential Material, except as permitted by this
15 stipulation.

16 7. Nothing in this stipulation prevents the use of information that is publicly
17 available.

18 8. Any motion papers, briefs, memoranda, affidavits, declaration, exhibits,
19 transcripts, or other papers filed with the Clerk of the Court that contain any
20 Confidential Material must comply with the procedures for filing documents under seal
21 set forth in Local Rules 79-5, 79-6, and 79-7.

22 9. If any party or nonparty bound by this stipulation intends to disclose,
23 discuss, or otherwise refer to any Confidential Material in open court at any hearing or
24 trial, that person must notify the Court, the Designating Party, and all other parties to
25 this action of its intention to do so, and must not disclose, discuss, or otherwise refer to
26 the Confidential Material until permitted by the Court.

27 10. A party’s inadvertent failure to designate disclosed materials as
28 Confidential Material does not waive its right to do so and may be remedied by prompt

1 written notice upon discovery of the error, in which case the material in question will be
2 subject to the protections of this Order.

3 11. The inadvertent, unintentional, or *in camera* disclosure of Confidential
4 Material shall not be deemed a waiver in whole or in part of any party's claims of
5 confidentiality. Moreover, where a Designating Party has inadvertently produced a
6 document which the Designating Party later claims should not have been produced
7 because of privilege, the Designating Party may at any time require the return of any
8 such document. A request for the return of any document shall identify the document
9 by Bates number and the basis for asserting that the specific document (or portions
10 thereof) is subject to the attorney-client privilege, the work product doctrine, or any
11 other applicable privilege or immunity from discovery, the basis for asserting that the
12 production was inadvertent, and the date of discovery that there had been an inadvertent
13 production. The inadvertent production of any document which a Designating Party
14 later claims should not have been produced because of a privilege will not be deemed to
15 be a waiver of any privilege to which the Designating Party would have been entitled
16 had the privileged document not inadvertently been produced. If a Designating Party
17 requests the return, pursuant to this Paragraph, of any such document from another
18 party, the party to whom the request is made shall within THIRTY (30) days return to
19 the Designating Party all copies of the document within its possession, custody, or
20 control, including all copies in the possession of experts, consultants, or others to whom
21 the document was provided. In the event that only portions of the document contain
22 privileged subject matter, the Designating Party shall substitute a redacted version of
23 the document at the time of making the request for the return of the requested
24 document.

25 12. Nothing herein shall be deemed to waive any applicable privilege or work
26 product protection, nor shall an inadvertent disclosure of material protected by privilege
27 or work product protection constitute a waiver of such privilege or protection.
28

1 13. Notwithstanding anything to the contrary in this stipulation, any party may
2 use the following documents or information without restriction, regardless of whether
3 they have been designated as Confidential Material:

- 4 a. its own documents or information;
- 5 b. documents that the party has previously received or sent, including
6 final versions of letters and emails listing the party as a recipient or sender; and
- 7 c. documents or information developed or obtained independently of
8 discovery, including party and non-party discovery, in this action.

9 14. This stipulation applies with equal force to any and all copies, extracts,
10 compilations, summaries, and oral recitation of Confidential Material.

11 15. Within sixty days of final termination of this action, or sooner if so ordered
12 by this Court, counsel for the party receiving any Confidential Material must transmit
13 all Confidential Material (including all copies) to counsel for the Designating Party.

14 16. A party is not obligated to challenge the propriety of a confidentiality
15 designation at the time it is made. Failure to do so does not preclude a subsequent
16 challenge to the designation. In the event that counsel for a party receiving documents,
17 testimony or information in discovery designated as "Confidential" objects to such
18 designation with respect to any or all of such items, said counsel shall advise counsel
19 for the Designating Party, in writing, of such objections, the specific documents,
20 testimony or information to which each objection pertains, and the specific reasons and
21 support for such objections (the "Designation Objections"). If the parties do not reach a
22 resolution within two (2) weeks from receipt of the written Designation Objections
23 (through, for example, the use of alternate documents, testimony, or information,
24 redaction of the items, or de-designation of the items), the Designating Party shall have
25 thirty (30) days from the end of that period to file a motion with the Court seeking to
26 uphold any and all designations on documents, testimony or information addressed by
27 the Designation Objections (the "Designation Motion"). Pending a resolution of the
28 Designation Motion by the Court, any and all existing designations on the documents,

1 testimony or information at issue in such Motion shall remain in place. The Designating
2 Party shall have the burden on any Designation Motion of establishing the applicability
3 of its "Confidential" designation. In the event that the Designation Objections are not
4 addressed by a Designation Motion, then such documents, testimony or information
5 shall be de-designated in accordance with the Designation Objection applicable to such
6 material.

7 17. Any dispute concerning the application of this Order will be heard by the
8 Court upon motion by any party.

9 18. If any Party has obtained Confidential Material under the terms of this
10 Order and receives a request to produce such Confidential Material by subpoena or
11 other compulsory process commanding the production of such Confidential Material,
12 the Party must promptly (within 2 business days) notify the Designating Party via
13 electronic mail and U.S. mail. The notice shall identify the Confidential Material
14 sought, the date set for the production of such subpoenaed information, and unless
15 prohibited by applicable law, a copy of the subpoena or other compulsory process so
16 that the Designating Party, at its sole expense, may take such action as it deems fit to
17 control dissemination of the Confidential Material. If an application for a protective
18 order is made promptly and before the return date, the party shall not produce such
19 Confidential Material prior to receiving the court order or the consent of the
20 Designating Party. In the event that Confidential Material is produced to a non-party to
21 this Order, that material shall still be treated as Confidential Material by the parties to
22 this Order.

23 19. Nothing in this Order shall prevent a party from seeking modification of
24 this Order.

25 20. The parties agree that this stipulation binds them regardless of whether the
26 Order is signed by the Court, unless the Court enters a different protective order in
27 place of this stipulation.

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1 21. The terms of this Order shall survive and remain in effect after termination
2 of this action.

3 DATED: February 21, 2018

GIANELLI & MORRIS

4 By: /s/ Adrian J. Barrio
5 ROBERT S. GIANELLI
6 ADRIAN J. BARRIO
7 Attorneys for Plaintiff,
8 LAWRENCE BRADFORD

9 DATED: February 21, 2018

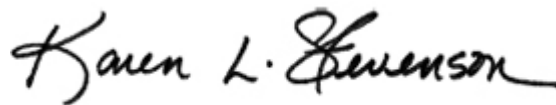
REED SMITH LLP

10 By: /s/ Natasha Sung
11 Kurt C. Peterson
12 Kenneth N. Smersfelt
13 Junga Park Kim
14 Natasha Sung
15 Attorneys for Defendants,
16 ANTHEM, INC. and
17 ANTHEM UM Services, Inc.

18 ORDER

19 Good cause having been shown within the above Stipulation, the Court orders
20 that the terms of this Stipulated Protective Order shall govern the handling of such
21 documents produced or disclosed by parties and nonparties in this case, LAWRENCE
22 BRADFORD v. ANTHEM, INC. and ANTHEM UM SERVICES, INC.
23

24 **IT IS SO ORDERED** this 2nd day of March 2018.

25 

26 _____
27 Hon. Karen L. Stevenson
28

EXHIBIT A

Certification Re Confidential Discovery Materials

I hereby acknowledge that I, _____[NAME],
_____[POSITION AND EMPLOYER], am about to receive Confidential
Material supplied in connection with *Bradford v. Anthem, Inc., et al.*, Case No.: 2:17-
cv-5098 AB (KSx). I certify that I understand the Confidential Material is provided to
me subject to the terms and restrictions of the Stipulated Protective Order filed in the
action. I have been given a copy of the Stipulated Protective Order; I have read it, and I
agree to be bound by its terms.

I understand that Confidential Material, as defined in the Stipulated
Protective Order, including any notes or other records that may be made regarding any
such material, shall not be disclosed to anyone except as expressly permitted by the
Stipulated Protective Order. I will not copy or use, except solely for the purposes of
this Action, any Confidential Material obtained pursuant to this Stipulated Protective
Order, except as provided therein or otherwise ordered by the Court in the action.

I further understand that I am to retain all copies of all Confidential
Material provided to me in the action in a secure manner, and that all copies of such
material are to remain in my personal custody until termination of my participation in

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1 this action, whereupon the copies of such material will be returned to counsel who
2 provided me with such material.

3 I declare under penalty of perjury, under the laws of the United States of
4 America, that the foregoing is true and correct.

5 Dated:

6 BY: _____

7 _____
Signature

8 _____
Title

9 _____
Address

10 _____
City, State, Zip

11 _____
Telephone Number